



**CHARLES D. BAKER**  
Governor

**KARYN E. POLITO**  
Lieutenant Governor

## The Commonwealth of Massachusetts

Executive Office of Health and Human Services  
Department of Public Health  
Bureau of Health Care Safety and Quality  
**Medical Use of Marijuana Program**  
99 Chauncy Street, 11<sup>th</sup> Floor, Boston, MA 02111

**MARYLOU SUDDERS**  
Secretary

**MONICA BHAREL, MD, MPH**  
Commissioner

Tel: 617-660-5370

[www.mass.gov/medicalmarijuana](http://www.mass.gov/medicalmarijuana)

### **SITING PROFILE:**

**Request for a Certificate of Registration to  
Operate a Registered Marijuana Dispensary**

### **INSTRUCTIONS**

This application form is to be completed by an entity that wishes to apply for a Certificate of Registration to operate a Registered Marijuana Dispensary ("RMD") in Massachusetts, and has been invited by the Department of Public Health ("Department") to submit a *Siting Profile* ("applicant").

If invited by the Department to submit more than one *Siting Profile*, the applicant must submit a separate *Siting Profile* and attachments for each proposed RMD. Please identify each application of multiple applications by designating it as Application 1, 2 or 3 in the header of each application page. Please note that no executive, member, or any entity owned or controlled by such an executive or member, may directly or indirectly control more than three RMDs.

Unless indicated otherwise, all responses must be typed into the application forms. Handwritten responses will not be accepted. Please note that character limits include spaces.

Attachments should be labeled or marked so as to identify the question to which it relates.

Each submitted application must be a complete, collated response, printed single-sided on 8 ½" x 11" paper, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).

**RECEIVED**

DEC 05 2018

MA Dept. of Public Health  
99 Chauncy Street  
Boston, MA 02111



**SECTION B: PROPOSED LOCATION(S)**

Provide the physical address of the proposed dispensary site and the physical address of the additional location, if any, where marijuana for medical use will be cultivated or processed.

**Attach supporting documents** as evidence of interest in the property, by location. Interest may be demonstrated by (a) a clear legal title to the proposed site; (b) an option to purchase the proposed site; (c) a lease; (d) a legally enforceable agreement to give such title under (a) or (b), or such lease under (c), in the event that Department determines that the applicant qualifies for registration as a RMD; or (e) evidence of binding permission to use the premises.

	Location	Full Address	County
1	Dispensing	That unnumbered parcel on Canal Street in Southbridge, MA; deed recorded with the Worcester County Registry of Deeds at Book 43,732 Page 158	Worcester
2	Cultivation	656 Asbury Street, Hamilton, MA 01982	Essex
3	Processing	656 Asbury Street, Hamilton, MA 01982	Essex

☐ Check here if the applicant would consider a location other than the county or physical address provided within this application.

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: RHP



**SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION**

Attach a letter of support or non-opposition, using one of the templates below (Option A or B), signed by the local municipality in which the applicant intends to locate a dispensary. The applicant may choose to use either template, in consultation with the host community. If the applicant is proposing a dispensary location and a separate cultivation/processing location, the applicant *must* submit a letter of support or non-opposition from *both* municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. The letter of support or non-opposition must contain the language as provided below. The letter must be printed on the municipality's official letterhead. The letter must be dated on or after the date that the applicant's *Application of Intent* was received by the Department.

**Template Option A: Use this language if signatory is a Chief Executive Officer/Chief Administrative Officer**

I, [Name of person], do hereby provide [support/non-opposition] to [name of applicant corporation] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town].

I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

\_\_\_\_\_  
Name and Title of Individual

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Template Option B: Use this language if signatory is acting on behalf of a City Council, Board of Alderman, or Board of Selectman**

The [name of council/board], does hereby provide [support/non-opposition] to [name of applicant corporation] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date].

The [name of council/board] has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

\_\_\_\_\_  
Name and Title of Individual (or person authorized to act on behalf of council or board) (add more lines for names if needed)

\_\_\_\_\_  
Signature (add more lines for signatures if needed)

\_\_\_\_\_  
Date

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: RHP



**SECTION D: LOCAL COMPLIANCE**

Describe how the applicant has ensured, and will continue to ensure, that the proposed RMD is in compliance with local codes, ordinances, and bylaws for the physical address(es) of the RMD.

Green Meadows Farm, LLC's (GMF) proposed dispensing location in Southbridge (PDL) is located in a zoning district that allows such use pursuant to receipt of a Special Permit and Site Plan Approval from the Planning Board. The PDL will comply with all local zoning bylaws, including the setback requirements of Section 8.6.3(D) of Southbridge's Zoning Bylaws (as adopted by Town Council on November 5, 2018).

GMF's proposed cultivation and processing facility in Hamilton (PCL) is located in a zoning district that allows such use by right. Furthermore, as per 105 CMR 725.110(A)(14), the PCL is not located within a radius of 500 feet of a school, daycare center, or any facility in which children commonly congregate. GMF will apply for and obtain any and all necessary permits from the Town of Hamilton to site the PCL.

GMF will remain compliant at all times with local codes, ordinances, and bylaws and will continue to work cooperatively with various municipal departments, boards, and officials to ensure that GMF's facilities are in compliance with local codes, ordinances, and bylaws. GMF has also retained Vicente Sederberg LLC to assist with ongoing local zoning and siting requirements.



<b>SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS</b>
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Provide the three-year business plan for the proposed RMD, including revenues and expenses.

Projected Start Date for the First Full Fiscal Year: 07/01/2019

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS 2020	SECOND FULL FISCAL YEAR PROJECTIONS 2021	THIRD FULL FISCAL YEAR PROJECTIONS 2022
Projected Revenue	\$ 3,295,446.00	\$ 3,758,700.00	\$ 4,011,150.00
Projected Expenses	\$ 5,815,000.00	\$ 2,900,000.00	\$ 3,100,000.00
VARIANCE:	-\$ 2,519,554.00	\$ 858,700.00	\$ 911,150.00
Number of unique patients for the year	2,140	2,400	2,640
Number of patient visits for the year	28,532	34,000	37,400
Projected % of patient growth rate annually	---	19.1	10.0
Estimated purchased ounces per visit	0.33	0.33	0.33
Estimated cost per ounce	\$ 350.00	\$ 335.00	\$ 325.00
Total FTEs in staffing	20	26	28
Total marijuana for medical use inventory for the year (in lbs.)	641	777	843
Total marijuana for medical use sold for the year (in lbs.)	588	701	771
Total marijuana for medical use left for roll over (in lbs.)	53	76	72

Projected date the RMD plans to open: 11/01/2019

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: RHP



Application 1 of 1

Applicant Corporation Green Meadows Farm, LLC

### ATTESTATIONS

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant, agree and attest that all information included in this application is complete and accurate and that I have an ongoing obligation to submit updated information to the Department if the information presented within this application has changed.


  
Signature of Authorized Signatory

12.4.2018  
Date Signed

Robert H. Patton  
Print Name of Authorized Signatory

Chief Executive Officer  
Title of Authorized Signatory

I, the authorized signatory for the applicant, hereby attest that the applicant has notified the chief administrative officer and the chief of police of the proposed city or town in which the RMD would be sited, as well as the sheriff of the applicable county, of the intent to submit a *Management and Operations Profile* and a *Siting Profile*.

  
Signature of Authorized Signatory

12.4.2018  
Date Signed

Robert H. Patton  
Print Name of Authorized Signatory

Chief Executive Officer  
Title of Authorized Signatory

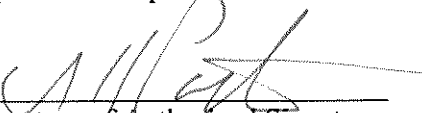
Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: RHP



Application 1 of 1

Applicant Corporation Green Meadows Farm, LLC

I, the authorized signatory for the applicant, hereby attest that if the corporation is approved for a provisional certificate of registration, the applicant is prepared to pay a non-refundable registration fee of \$50,000, as specified in 105 CMR 725.000, after being notified that the RMD has been approved for a provisional certificate of registration.

  
Signature of Authorized Signatory

12-4-2018  
Date Signed

Robert H. Patton  
Print Name of Authorized Signatory

Chief Executive Officer  
Title of Authorized Signatory

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: RHP



**BINDING LETTER OF INTENT / OPTION TO PURCHASE**

June 29, 2018

Anna B. Loconto Trust  
Carmen Garieri, Trustee  
5960 Glenbrook Way  
Boca Raton, FL 33433

**RE: BINDING LETTER OF INTENT / OPTION TO PURCHASE UNNUMBERED PARCEL ON CANAL STREET,  
SOUTHBIDGE, MASSACHUSETTS (MBLU#034/117/0001, WORCESTER COUNTY REGISTRY OF DEEDS BOOK  
43,732 PAGE 158 (JANUARY 29, 2009) (THE "SOUTHBIDGE PROPERTY")**

Dear Mrs. Garieri:

This Binding Letter of Intent ("LOI") is for the purchase of the above-referenced Southbridge Property.

**SELLER:** Anna B. Loconto Trust (the "Seller").

**BUYER:** Green Meadows Farms, LLC or its designee (the "Buyer").

**BUYER AND SELLER:** Buyer and Seller collectively (the "Parties").

**DESCRIPTION OF PREMISES:** The Unnumbered parcel on Canal Street, Southbridge, Massachusetts (MBLU#034/117/0001; Worcester County Registry of Deeds Book 43,732, Page 158 (January 29, 2009) consisting of approximately 1.1 acres of land.

**OPTION PERIOD:** For a period of four (4) months following full execution of this LOI (the "Option Period"). Buyer shall have the exclusive right and option to purchase the Premises from Seller (the "Option to Purchase"). During the Option Period, Buyer will use due diligence to review and inspect the Premises, as well as obtain all necessary state and local licenses, permits, registrations, variances or other approvals needed to use the Premises as a Registered Marijuana Dispensary ("RMD").

**OPTION PAYMENT:** In consideration of the Option Period, Buyer will pay Seller TEN THOUSAND UNITED STATES DOLLARS (\$10,000.00 USD) upon full execution of this LOI (the "Option Payment"). The Option Payment is non-refundable.

**OPTION EXTENSION:** Prior to the expiration of the Option Period and only after discussion and mutual agreement by the Parties, Buyer may extend the Option for an

CANAL STREET PARCEL, SOUTHBIDGE, MA] BINDING LETTER OF INTENT / OPTION TO PURCHASE  
(VERSION 6.28.18)

Pg. 1

7/18  
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additional sixty (60) day period ("Extension Period") by paying Seller TWO THOUSAND FIVE HUNDRED UNITED STATES DOLLARS (\$2,500.00 USD) (the "Extension Payment"), which shall be non-refundable.

**EXERCISE OF OPTION:** The Option to Purchase described herein shall be exercised by Buyer, if at all, by providing written notice to Seller in person or by certified mail prior to the expiration of the Option Period, or Extension Period if applicable. Within one week following the exercise of the Option to Purchase, Buyer shall deliver a draft Purchase and Sale Agreement ("P&S Agreement") for Seller's review, and the parties agree to exercise good faith in negotiating and executing same within two weeks thereafter.

**TERMINATION:** This LOI may be terminated by Buyer, at its sole discretion, at any time upon written notice to Seller given during the Option Period or Extension Period.

**PURCHASE PRICE:** TWO HUNDRED FORTY FIVE THOUSAND UNITED STATES DOLLARS (\$245,000 USD), subject to customary adjustments related to Property Tax, Water and Electricity (the "Purchase Price"). The Option Payment and Extension Payment, if applicable, shall be credited toward the Purchase Price at closing.

**PURCHASE AND SALE AGREEMENT:** The P&S Agreement shall contain all of the terms and conditions set forth in this LOI and such other customary and reasonable terms for a commercial purchase and sale agreement contained in the Commercial Standard Form Purchase and Sale Agreement recommended by the Greater Boston Real Estate Board or a similar agreement.

**CLOSING:** The Closing of the sale of the Premises will take place within two weeks following the execution of the P&S Agreement (the "Closing").

**TITLE:** The Seller shall convey the Premises by a good and sufficient quitclaim deed running to Buyer, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except those contained in the Commercial Standard Form Purchase and Sale Agreement recommended by the Greater Boston Real Estate Board or a similar agreement.

**EXECUTION OF CONTRACT DOCUMENTS:** All documents related to this LOI and the P&S Agreement shall be executed by the Parties in person or couriered to the other party via certified mail.

CANAL STREET PARCEL, SOUTHBIDGE, MA| BINDING LETTER OF INTENT / OPTION TO PURCHASE  
(VERSION 6.28.18)

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**CONDITION:** At Closing, Seller shall give Buyer possession of the entire Premises, free of all occupants and tenants and of all personal property. At Closing, the Premises also shall comply with all requirements set forth in the P&S Agreement, and be broom clean and in the same condition as the Premises now are, reasonable wear and tear excepted, with the Seller to have performed all maintenance customarily undertaken by the Seller between the date of this LOI and the time for performance, and there shall be no outstanding notices of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as other agreed to in writing by the Buyer and Seller.

**ACCESS TO INFORMATION AND PREMISES:** Immediately upon execution of this LOI, Buyer and its representatives shall have full access during normal business hours to all documents pertaining to the Premises and within Seller's control, including management contracts, current operating statements and all reports including appraisals, environmental, engineering, structural, mechanical, traffic, wetlands, soils, drainage, foundation and roof reports and all other studies, notices, or information pertaining to the condition or status of the Premises. The documents that are copied shall be referred to in the P&S Agreement.

During the Option Period and Extension Period, if applicable, Buyer shall also be permitted reasonable access to the Premises, but only when accompanied by Seller or Seller's agent(s), for the purposes of planning the layout of the space, measuring the Premises, and preparing architectural drawings and security layout of the Premises.

**FURNISHING OF DOCUMENTS:** Upon request, Seller will supply Buyer with any documents in Seller's possession to help with Buyer's RMD application and approval process and will provide signatures as required for approvals involving the Premises.

**EXCLUSIVITY:** For the consideration paid pursuant to this LOI, Seller will not offer the Premises for sale or lease to anyone other than Buyer during any Option or Extension Period referenced in this LOI.

**COMPLIANCE WITH APPLICABLE LAW:** Buyer shall comply with all applicable municipal and state laws and regulations.

**GOVERNING LAW AND JURISDICTION:** This LOI shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to any conflict of law principles. The Parties consent to the exclusive jurisdiction of, and venue in, a Massachusetts state court of competent jurisdiction for the

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purposes of adjudicating any matter arising from or in connection with this LOI.

**CONFIDENTIALITY:**

The Parties agree that all negotiations related to the Premises and the information set forth herein are intended to be private and confidential between the Parties executing this LOI and shall not be disclosed to third parties without the written consent of each Party to this transaction; provided, however, that the terms of this LOI may be disclosed in confidence to local and state government officials, prospective lenders, current or prospective business partners or joint venture partners, legal counsel and other consultants to and contractors for said Parties for purposes incidental to this agreement or to the conduct of business by said Parties.

**BROKERAGE:**

Buyer and Seller represent and warrant that they have not contracted or utilized the services of any other broker other than Andrew M. Annata of SullivanHayes Northeast, LLC with relation to this transaction. A fee for professional services will be paid to SullivanHayes Northeast in accordance with the Commission Agreement between SullivanHayes Northeast and Seller.

[SIGNATURE PAGE FOLLOWS]


2147-  
[Signature]



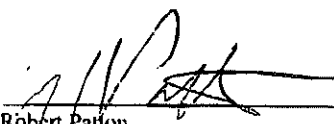
If the terms and conditions are acceptable, please execute this Binding LOI / Option to Purchase the Southbridge Property in the space provided below and return a copy by July 3, 2018.

Best Regards,

AGREED & ACCEPTED: SELLER / ANNA B. LOCONTO TRUST

Signature:   
Name: Carmen Garieri  
Title: Trustee  
Date: July 2, 2018

AGREED & ACCEPTED: BUYER / GREEN MEADOWS FARM, LLC

Signature:   
Name: Robert Patton  
Its:  
Date: Jun 30, 2018





**EXTENSION OF BINDING LETTER OF INTENT / OPTION TO PURCHASE**

October \_\_, 2018

Anna B. Loconto Trust  
Carmen Garieri, Trustee  
5960 Glenbrook Way  
Boca Raton, FL 33433

RE: **BINDING LETTER OF INTENT / OPTION TO PURCHASE UNNUMBERED PARCEL ON CANAL STREET,  
SOUTHBRIDGE, MASSACHUSETTS (MBLU#034/117/0001, WORCESTER COUNTY REGISTRY OF DEEDS BOOK 43,732 PAGE  
158 (JANUARY 29, 2009) (THE "SOUTHBRIDGE PROPERTY")**

Dear Mrs. Garieri:


As the undersigned parties executed a Binding Letter of Intent/Option to Purchase ("LOI") with respect to the Southbridge Property on or about July 2, 2018, and additional time is required for the Buyer thereunder to obtain the necessary state and local licenses, permits, registrations, variances or other approvals necessary to use the Southbridge Property as a Registered Marijuana Dispensary, the parties agree to extend the time to exercise the Option to Purchase described in the LOI until January 2, 2019 upon payment of \$2,500. All other terms and conditions of the LOI remain in full force and effect.

If the above is acceptable, please execute this Extension of Binding Letter of Intent/ Option to Purchase in the space provided below and return a copy by October 25, 2018.


Best Regards,

Robert Patton

AGREED &amp; ACCEPTED: SELLER / ANNA B. LOCONTO TRUST

Signature:   
Name: Teresa C. Garieri  
Title: Trustee  
Date: 10/18/2018

AGREED &amp; ACCEPTED: BUYER / GREEN MEADOWS FARM, LLC

Signature:   
Name: Robert Patton  
Its:  
Date: 10/18/2018

CANAL STREET PARCEL, SOUTHBRIDGE, MA| EXTENSION OF BINDING LETTER OF INTENT / OPTION TO PURCHASE  
(VERSION 10.18.18)



**SECOND EXTENSION OF BINDING LETTER OF INTENT / OPTION TO PURCHASE**November 23, 2018

Anna B. Loconto Trust  
Carmen Garieri, Trustee  
5960 Glenbrook Way  
Boca Raton, FL 33433

**RE: BINDING LETTER OF INTENT / OPTION TO PURCHASE UNNUMBERED PARCEL ON CANAL STREET, SOUTHBRIDGE, MASSACHUSETTS (MBLU#034/117/0001, WORCESTER COUNTY REGISTRY OF DEEDS BOOK 43,732 PAGE 158 (JANUARY 29, 2009) (THE "SOUTHBRIDGE PROPERTY")**

Dear Mrs. Garieri:

As the undersigned parties executed a Binding Letter of Intent/Option to Purchase ("LOI") with respect to the Southbridge Property on or about July 2, 2018, and an Extension of Binding Letter of Intent / Option to Lease on or about October 18, 2018, and additional time is required for the Buyer thereunder to obtain the necessary state and local licenses, permits, registrations, variances or other approvals necessary to use the Southbridge Property as a Registered Marijuana Dispensary, the parties agree to extend the time to exercise the Option to Purchase described in the LOI and extension until April 2, 2019 in consideration and upon payment of \$25,000, said payment to be applied, as were the original Option Payment of \$10,000 and the subsequent Extension Payment of \$2,500, as a non-refundable deposit toward the original purchase price of \$245,000. All other terms and conditions of the LOI remain in full force and effect.

If the above is acceptable, please execute this Extension of Binding Letter of Intent/ Option to Purchase in the space provided below and return a copy by November 27, 2018.

Best Regards,

Robert H. Patton

AGREED &amp; ACCEPTED: SELLER / ANNA B. LOCONTO TRUST

Signature: [Handwritten Signature]  
Name: T. Carmen Garieri  
Title: Trustee

Date: 11/23/2018

AGREED &amp; ACCEPTED: BUYER / GREEN MEADOWS FARM, LLC

Signature: [Handwritten Signature]  
Name: Robert H. Patton  
Its: CEO

Date: 11/23/2018

CANAL ST PARCEL, SOUTHBRIDGE, MA | SECOND EXTENSION OF BINDING LETTER OF INTENT / OPTION TO PURCHASE  
(VERSION 11.20.18)



**CANAL STREET****Location** CANAL STREET**Mblu** 034/ 117/ 00001/ /**Acct#** 1576**Owner** LOCONTO ANNA B ESTATE OF**Assessment** \$78,000**PID** 1576**Building Count** 1**Current Value**

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$4,500	\$73,500	\$78,000

**Owner of Record**

**Owner** LOCONTO ANNA B ESTATE OF  
**Co-Owner** C/O CARMEN GARIERI  
**Address** 5960 GLENBROOK WAY  
 BOCA RATON, FL 33433-5217

**Sale Price** \$200,000  
**Certificate**  
**Book & Page** 43732/ 158  
**Sale Date** 01/29/2009  
**Instrument** 1F

**Ownership History**

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
LOCONTO ANNA B ESTATE OF	\$200,000		43732/ 158	1F	01/29/2009
MILL STREET REALTY INC	\$100	1	7007/ 37	1A	07/07/1980

**Building Information****Building 1 : Section 1****Year Built:****Living Area:** 0**Replacement Cost:** \$0**Replacement Cost****Less Depreciation:** \$0

Building Attributes	
Field	Description
Style	Outbuildings
Model	
Grade:	

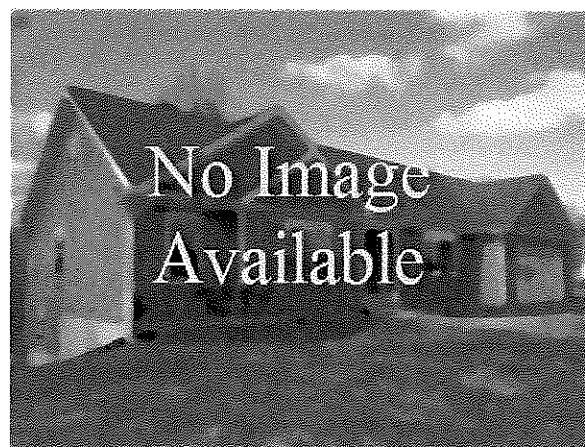


Stories:	Application 1 of 1	Green Meadows Farm, LLC
Occupancy		
Exterior Wall 1		
Exterior Wall 2		
Roof Structure:		
Roof Cover		
Interior Wall 1		
Interior Wall 2		
Interior Flr 1		
Interior Flr 2		
Heat Fuel		
Heat Type:		
AC Type:		
Total Bedrooms:		
Total Bthrms:		
Total Half Baths:		
Total Xtra Fixtrs:		
Total Rooms:		
Bath Style:		
Kitchen Style:		
Rec Room Area		
Bsmt Garage		
Extra Kitchen		

Green Meadows Farm, LLC

Section B: Dispensing

### Building Photo



(<http://images.vgsi.com/photos/SouthbridgeMAPhotos//default.jp>)

### Building Layout

 Building Layout

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

### Extra Features

Extra Features	Legend
No Data for Extra Features	

### Land

#### Land Use

**Use Code** 3370  
**Description** PARK LOT  
**Zone** LI  
**Alt Land Appr Category** No

#### Land Line Valuation

**Size (Acres)** 1.14  
**Frontage**  
**Depth**  
**Assessed Value** \$73,500

### Outbuildings

Outbuildings							Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #	



PAV1	Application 1 of 1 PAVING-ASPHALT	Green Meadows Farm, LLC	20000 S.F.	Section B: Dispensing \$4,500	1
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## Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$4,500	\$73,500	\$78,000
2017	\$4,500	\$73,500	\$78,000
2016	\$4,500	\$73,500	\$78,000

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November \_\_, 2018

Patton Family Limited Partnership  
400 Essex Street  
Beverly Farms, MA 01915

**RE: BINDING LETTER OF INTENT / OPTION TO LEASE  
GREEN MEADOWS FARM, LLC  
656 ASBURY STREET, SOUTH HAMILTON, MA 01982**

Dear Sir/Madam:

This Binding Letter of Intent/Option to Lease ("LOI") is for the leasing of a property located at 656 Asbury Street, South Hamilton, MA 01982.

**PREMISES:** A portion of 656 Asbury Street, South Hamilton, Massachusetts as depicted on Exhibit A, consisting of 22 acres of land improved with a building with 2,000 square feet of floorspace ("Premises")<sup>1</sup>

**LANDLORD LEGAL ENTITY:** Patton Family Limited Partnership ("Landlord")

**TENANT:** Green Meadows Farm, LLC or nominee

**OPTION PERIOD:** For a period of time extending from full execution of this LOI through June 30, 2019 (the "**Option Period**"), Tenant shall have the exclusive right and option to lease the Premises from Landlord (the "**Option to Lease**"). During the Option Period, Tenant shall use due diligence to obtain state and local approvals needed to use the Premises as a Registered Marijuana Dispensary for cultivation and processing of medical marijuana ("RMD"). The Option to Lease shall be exercised, if at all, by written notice to Landlord given prior to the expiration of the Option Period.

**OPTION PERIOD PAYMENTS:** Tenant has provided herewith an initial option payment of \$100.00, which shall immediately be released to Landlord as a non-refundable payment to maintain the Option To Lease through June 30, 2019.

<sup>1</sup> Note: The Premises as described constitutes a parcel of land that includes 652 Asbury Street, 654 Asbury Street, and 656 Asbury Street. For identification purposes, the address used to describe the Premises generally is 656 Asbury Street.



**TERMINATION:** This LOI may be terminated by Tenant at any time during the Option Period in its sole discretion for any reason. In the event of such termination, Tenant's only liability to Landlord will be the non-refundable payments made in consideration of the Option Period or any extension thereof.

**LEASE EXECUTION:** Landlord will prepare an initial draft of a Lease within ten days following Tenant's exercise of the Option to Lease, and the parties agree to exercise best efforts to negotiate in good faith, finalize and execute a final Lease within ten (10) days thereafter.

**LEASE/RENT COMMENCEMENT DATE:** The Lease shall take effect upon execution. Rent will commence upon the commencement of cultivation or processing operations for Tenant's medical marijuana business.

**INITIAL TERM:**

**BASE RENT (NNN):** Five (5) years following Lease execution.  
\$120,000 per year NNN.

**LEASE EXPENSE STRUCTURE:** Base rent is triple net (NNN). In addition to the Base Rent, Tenant shall be responsible for paying its pro-rata share of the customary taxes and expenses related to operation and maintenance of the site, including real property taxes, municipal charges, operating expenses, utilities, insurance, and common area maintenance expenses.

**SECURITY DEPOSIT** Upon execution of the Lease, Tenant will pay Landlord a security deposit equal to one-month of Base Rent.

**RENEWAL OPTION:** Provided that Tenant is not then in default under the Lease, Tenant shall have three (3) Options to renew the Lease for consecutive five (5) year periods, provided that written notice of same is provided to Landlord prior to six (6) months prior to the expiration of the then-current term. Rent during such option period shall be \$120,000 per year, triple net.

**CONDITION OF** Landlord shall deliver the site in "as is" and "broom clean:

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PROPERTY:	condition.
TENANT IMPROVEMENT WORK:	Tenant shall be responsible, at its own cost and expense, for any improvements that may be required for its operations.
ASSIGNMENT /SUBLEASING:	Tenant shall be entitled to assign this LOI or assign the Lease or sublease all or a portion of the Premises with Landlord's consent, which shall not be unreasonably withheld, delayed or conditioned.
SIGNAGE:	Tenant shall have the right at its sole cost and expense to install exterior building signage on the façade of the building per state and local requirements.
INSURANCE:	As required by 935 CMR 500.105((10)(a), Tenant shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deductible for each policy shall be no higher than \$5,000 per occurrence. If Tenant documents an inability to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a), it may place in escrow a sum of no less than \$250,000 or such other amount approved by the Cannabis Control Commission, to be expended for coverage of liabilities.
INDEMNITY:	Tenant shall hold Landlord harmless and indemnified from and against, to the maximum extent permitted by law, any and all injury, loss, damage, liability, claims and expense, of any nature whatsoever in connection with loss of life, personal injury and damage to property arising out of or resulting from: (a) any occurrence in, about, or at the Premises (unless caused by the negligence or intentional act of the Landlord); and, (b) anywhere if occasioned wholly or in part by any act, neglect or failure to perform the obligations imposed upon Tenant, by this Lease or by any act, omission, or neglect of Tenant, or anyone else for whom Tenant may or shall be legally responsible; provided, however, that in any case in which the principles of comparative negligence apply, Tenant's responsibility shall be limited to the proportion of negligence which is attributed to Tenant et al. Tenant agrees that Landlord shall not be liable to Tenant, or anyone claiming under Tenant, for any injury, loss or damage which may be caused by or result from the fault or negligence of any persons occupying or visiting any part of the Premises.



**LIMITATION OF  
REMEDIES:**

Notwithstanding any provision of this Lease, Landlord hereby agrees that Landlord's rights and remedies following a default, breach, surrender or any other failure to perform under this Letter of Intent or subsequent Lease shall not include the seizure of assets protected by the Humanitarian Medical Use of Marijuana Act of the Acts of 2012 or Ch. 94I or Ch. 94G, i.e. any product containing any amount of marijuana. Landlord shall not be entitled to a repayment or remedy that provides landlord inventory that contains any amount of marijuana, in any form, whether flower or infused product. Landlord hereby forfeits any such remedy. In addition, Landlord hereby understands and agrees that a Certificate of Registration, whether provisional or final, is non-transferable, and may not be assigned or transferred without prior state regulatory approval. Landlord agrees that a certificate of Registration is not an asset that may be seized by Landlord or available as a remedy for a default, breach or other failure to perform under this Lease.

**BINDING AGREEMENT:**

This LOI is intended to create a binding agreement between the parties. Notwithstanding the foregoing, upon execution of the Lease, if there is a dispute as to the terms of the Lease, the terms of the Lease will prevail



This proposal for an LOI will expire in seven (7) days unless agreed to and accepted by Landlord. Thank you very much.

Very truly yours,

Robert Patton

AGREED AND ACCEPTED

PATTON FAMILY LIMITED PARTNERSHIP

Name: ROBERT H. PATTON

Signature: [Signature]

Title: MANAGING GENERAL PARTNER

Date: 12.5.2018

AGREED AND ACCEPTED

GREEN MEADOWS FARM, LLC

Name: ROBERT H. PATTON

Signature: [Signature]

Title: OWNER, CEO

Date: 12.5.2018





TOWN OF SOUTHBRIDGE  
OFFICE OF THE TOWN MANAGER

250-18

November 5, 2018

To whom it may concern:

Southbridge Town Council does hereby provide non-opposition to Green Meadows Farm, L.L.C. to operate a Registered Marijuana Dispensary in the Town of Southbridge. I have been authorized to provide this letter on behalf of the Town Council by a vote taken at a duly noticed Town Council meeting held on Monday, November 5, 2018.

Southbridge Town Council has verified with the appropriate local officials that the proposed RMD Facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ronald San Angelo".

Ronald San Angelo  
Town Manager

RSA:ymt

41 ELM STREET, SOUTHBRIDGE MA 01550  
[www.ci.southbridgema.us](http://www.ci.southbridgema.us)

TELEPHONE # 508-764-5405

FAX # 508-764-5425



**TOWN OF HAMILTON**

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**BOARD OF SELECTMEN**

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September 4, 2018

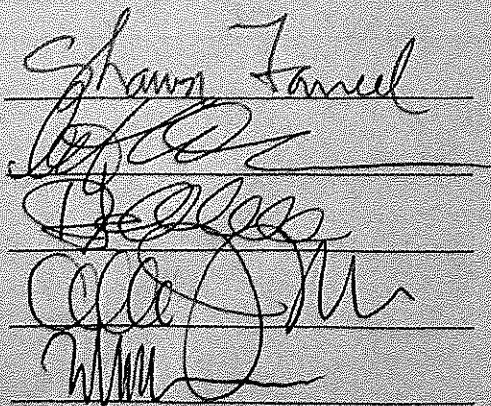
Department of Public Health  
Medical Use of Marijuana Program  
RMD Application  
99 Chauncy Street, 11th Floor  
Boston, MA 02111

To Whom It Concerns,

The Hamilton Board of Selectmen does hereby provide support to Green Meadows Farm, LLC to operate a Registered Marijuana Dispensary ("RMD") for cultivation and processing in Hamilton at 656 Asbury Street, Hamilton, Massachusetts.

The Hamilton Board of Selectmen has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Hamilton Board of Selectmen



P.O. Box 429  
577 Bay Road  
Hamilton, MA 01936

Phone  
Fax  
Web site

(978) 468-5572  
(978) 468-2682  
<http://www.hamiltonma.gov>